

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Subscription Plan Agreement by and between the City of El Paso and LexisNexis, a division of Reed Elsevier Inc., for the continuation of the subscription access to a law enforcement information database for use by the Police Department from April 1, 2004 through March 31, 2005.

ADOPTED this 23rd day of March 2004.

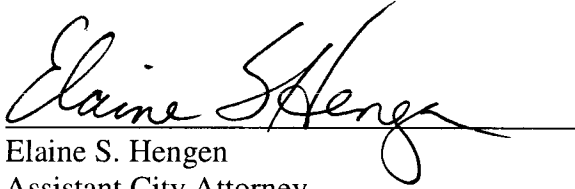
THE CITY OF EL PASO

Joe Wardy, Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Elaine S. Hengen
Assistant City Attorney



LexisNexis™

SLG

**SUBSCRIPTION PLAN AMENDMENT
FOR STATE/LOCAL GOVERNMENT**

LexisNexis, a division of Reed Elsevier Inc. ("LN"), and El Paso Police Department ("Subscriber") agree to amend the Subscription Agreement (the "Agreement") previously or simultaneously executed between LN and Subscriber by adding to the Agreement the terms and conditions set forth below.

1. TERM

The term of this Amendment (the "Amendment") will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until 3/31/2005 (the "Term").

2. AUTHORIZED USERS

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below. Only employees of Subscriber using identification numbers issued under the Participating Billgroups will be entitled to access the Materials and related Research Tools listed in Section 5.1 (the "Preferred Pricing Materials") pursuant to this Amendment. Each identification number will be used solely by the individual for whom it was issued and may not be used by anyone else.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
119RFW	El Paso, TX

3. CERTIFICATION

Subscriber certifies that on the date this Amendment is signed by Subscriber there are 5 users (judges, government professionals and total number of attorneys) in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the number of users, in which case LN may, in its sole discretion, increase or decrease the Monthly Commitment (defined in Section 5.1 below) upon at least thirty (30) days prior written notice to Subscriber. If the Monthly Commitment is increased as a result of a change in the number of users in Subscriber's organization, Subscriber may, within ninety (90) days following notice of such increase, terminate this Amendment upon at least ten (10) days prior written notice to LN; otherwise this Amendment will remain in effect. Upon the request of LN, Subscriber will recertify to the current total number of users.

4. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

5. PREFERRED PRICING MATERIALS AND CHARGES

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, identified below by source/menu number (the "Preferred Pricing Materials"), available in the lexis.com service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials.

PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SERIALS	COMMITMENT PERIOD(S)	MONTHLY COMMITMENT
(a) Law Enforcement Solutions	WSPR04		Beginning 4/1/2004 to 3/31/2005	\$ 925
(b)			Beginning to	\$
(c)			Beginning to	\$
(d)			Beginning to	\$
(e)			Beginning to	\$

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

6. ADDITIONAL CHARGES

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

N/A Subscriber elects access to the Alternate Pricing Materials

7. CLOSED OFFER

The offer of LN contained herein is valid until _____. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

8. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

9. MISCELLANEOUS

9.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

9.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber after the first Commitment Period on the last day of any calendar month upon at least thirty (30) days prior written notice to LN. This Amendment may also be terminated by Subscriber on ten (10) days prior written notice to LN in the event (a) of any increase in the Monthly Commitment, excluding any increases listed in Section 5.1, or (b) LN discontinues providing access to a significant portion of the Materials in the Preferred Pricing Materials or Alternate Pricing Materials that Subscriber has used regularly in the ordinary course of business during the Term. To be effective, notice of termination pursuant to (a) or (b) above must be given within ninety (90) days of the event giving rise to the termination right.

9.3 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

9.4 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

9.5 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control. Except as set forth herein, this Amendment may not be modified or otherwise changed unless mutually agreed to by both parties in writing.

AGREED TO AND ACCEPTED BY:

EL PASO POLICE DEPARTMENT

SUBSCRIBER

BY: (Signature)

NAME: Joe Wardy

TITLE: Mayor

DATE: _____

LexisNexis, a division of Reed Elsevier Inc.

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Approved as to form:

Elaine S. Hengen
Elaine S. Hengen, Assistant City Attorney